

EXHIBIT F

November 29, 2022



UNCOMMONLY INDEPENDENT

salliegiblin@me.com

VIA EMAIL AND EXPRESS DELIVERY

Ms. Sallie F. Giblin
1665 Meadowglen Lane
Encinitas, CA 92024

Dear Sallie:

This letter confirms receipt of your letter to Peter Clune on November 29, 2022 in which you state your intent to immediately terminate as a Producer Member¹ of Lockton Companies, LLC – Pacific Series (the “Series”), Lockton Investment Advisors, LLC (“LIA”), and Lockton Investment Securities, LLC (f/k/a Lockton Financial Advisors, LLC) (“LIS”) and as a Producer Partner of Lockton Partners, LLC (“Lockton Partners”). Pursuant to Section 5.10(a) of the Operating Agreements, you are required to provide written notice of your intent to terminate membership in each of the Series, LIA, and LIS thirty (30) days prior to the effective date of such termination. Accordingly, pursuant to the terms of the Operating Agreements, you cannot immediately terminate your membership in the Series, LIA, or LIS and, as such, you will remain a Producer Member of the Series, LIA, and LIS and a Producer Partner of Lockton Partners through December 29, 2022, which will be the effective date of your termination (the “Effective Date”). Please confirm in writing immediately to either Randi Tangney, Lockton Employment Counsel, or me that you intend to honor your 30-day notice requirement and all of your obligations contained in your Member Agreements and Producer Partner Agreement, the Operating Agreements, and the LP Operating Agreement.

Through the Effective Date, you continue to owe duties to the Series, LIA, LIS and Lockton Partners, including, but not limited to, the obligations set forth in Section 5.3 of the Operating Agreements to devote your full time and attention to the Business of the Series, LIA, and LIS, do all things as may be reasonably directed by appropriate officers of such entities or their Manager, and submit to the Series, LIA, and LIS, solely and exclusively, all business from Customer Accounts served by you and all Customer Accounts produced by you, together with all renewals of such business. As such, through the Effective Date, you are prohibited from working in any capacity for any other entity, including any competitor of the Series, LIA, or LIS.

There are a number of provisions of the Member Agreements through which you agreed to become a Producer Member of the Series, LIA and LIS (collectively, your “Member Agreements”) and the Producer Partner Agreement through which you agreed to become a Producer Partner of

¹ Capitalized terms not otherwise defined herein shall have the meanings set forth in the Third Amended and Restated Operating Agreement of Lockton Companies, LLC and each of its Series, dated January 1, 2018 (the “LC Operating Agreement”), the Fourth Amended and Restated Operating Agreement of Lockton Investment Advisors, LLC, dated December 21, 2021 (the “LIA Operating Agreement”), the Fourth Amended and Restated Operating Agreement of Lockton Investment Securities, LLC, dated January 1, 2018 (the “LIS Operating Agreement”) (collectively, the “Operating Agreements”), and the First Amended and Restated Operating Agreement of Lockton Partners, LLC, dated May 1, 2016 (the “LP Operating Agreement”).



Lockton Partners (your “Producer Partner Agreement”) and, in each case, through which you agreed to abide by the provisions of the Operating Agreements and the LP Operating Agreement which survive the termination of your membership in the Series, LIA, LIS, and Lockton Partners, including, without limitation, the non-disclosure and non-solicitation obligations set forth in Sections 4 and 5 of your Member Agreements and Section 5 of your Producer Partner Agreement as well as the Extended Non-Solicitation Covenant that you entered into with LIA. The Series, LIA, LIS, and Lockton Partners expect your strict compliance with these obligations and any other provisions which survive your termination as a Producer Member of the Series, LIA, and LIS and as a Producer Partner of Lockton Partners. Enclosed, please find a copy of each of your Member Agreements, including the Extended Non-Solicitation Covenant that you entered into with LIA, and your Producer Partner Agreement for your reference.

Further, Section 4.5 of each of your Member Agreements obligates you, upon request, to immediately return and surrender all Confidential Information, in whatever form, electronic or otherwise, or Property belonging to the Series, LIA, LIS, and Lockton Partners or any other Lockton Entity in your possession, custody, or control, including, but not limited to, any devices that you have utilized as a Producer Member, upon request, including, without limitation, your phone. This letter shall serve as the Series’ request for you to return such Confidential Information, Property, and devices no later than the close of business on Friday, December 2, 2022. To be clear, the Series is not interested in reviewing personal information on these devices and will not do so. Rather, we only intend to protect the Confidential Information of the Series, LIA, LIS, or any other Lockton Entity and verify your compliance with your obligations contained in your Member Agreements, your Producer Partner Agreement, the Operating Agreements, and the LP Operating Agreement. As such, we will engage the services of a third-party forensic specialist who will utilize search parameters and methodologies consistent with that intent. Refusal to return and surrender such Confidential Information, Property, or devices constitutes a material breach of the obligations you owe to the Series, LIA, LIS, and Lockton Partners pursuant to your Member Agreements and your Producer Partner Agreement.

This letter shall also serve as a notice of your duty to preserve all Confidential Information and Property of the Series, LIA, LIS, Lockton Partners, and/or any other Lockton Entity as well as any evidence or documents that relate to your compliance or failure to comply with the obligations imposed by your Member Agreements, your Producer Partner Agreement, the Operating Agreements, or the LP Operating Agreement. This preservation obligation includes, but is not limited to, the following: (1) refraining from deleting or otherwise destroying any relevant e-mails from your personal e-mail accounts; (2) refraining from deleting or otherwise destroying any hard copy or electronic files and documents currently in your possession, custody, or control relating to the Series, LIA, LIS, Lockton Partners, or any other Lockton Entity, or any Customer Accounts; and (3) refraining from deleting data from or destroying any physical or virtual media sources (e.g., computers, flash drives, hard drives, e-mail accounts, cloud-based storage accounts, communication apps, smartphones, devices, or other storage media) that contain any such relevant documents, information, or data.

In sending this letter, the Series, LIA, LIS, and Lockton Partners do not waive or forego any rights, remedies, or options concerning any past, present, or future violation by you of your obligations imposed by your Member Agreements, your Producer Partner Agreement, the Operating Agreement, or the LP Operating Agreement, including the right to terminate your membership with Cause. Please be advised that, pursuant to Sections 8.5(f) and 8.5(g) of the Operating Agreements, if you are terminated for Cause or the Series, LIA, or LIS determine that



you have committed or may have committed, or threaten to commit, a Material Breach of the Operating Agreements or Member Agreements, then, in addition to any other remedies available, the Series, LIA, and LIS may exercise, in its/their discretion, the option to suspend the Producer Unit Buy-Sell Price installment payments that may otherwise become due pending resolution, set off the Buy-Sell Price against damages to the Series, LIA, LIS, Lockton Partners, or any other Lockton Entity plus attorneys' fees and expenses in connection with such Material Breach.

Should you have any questions or comments concerning this matter, please do not hesitate to contact me.

LOCKTON COMPANIES, LLC – PACIFIC SERIES

By: LOCKTON MANAGEMENT, LLC

A handwritten signature in black ink, appearing to be "ZM Skinner", written over a horizontal line.

By: _____
Name: Zachary M. Skinner
Title: Associate General Counsel – Transactions

Series Manager

LOCKTON INVESTMENT ADVISORS, LLC

By: LOCKTON MANAGEMENT, LLC

A handwritten signature in black ink, appearing to be "ZM Skinner", written over a horizontal line.

By: _____
Name: Zachary M. Skinner
Title: Associate General Counsel – Transactions

Company Manager

LOCKTON INVESTMENT SECURITIES, LLC

By: LOCKTON MANAGEMENT, LLC

A handwritten signature in black ink, appearing to be "ZM Skinner", written over a horizontal line.

By: _____
Name: Zachary M. Skinner
Title: Associate General Counsel – Transactions

Company Manager



LOCKTON PARTNERS, LLC

By: LOCKTON MANAGEMENT, LLC

A handwritten signature in dark ink, appearing to be "ZM Skinner", written over a horizontal line.

By: _____

Name: Zachary M. Skinner

Title: Associate General Counsel – Transactions

Company Manager

Enclosures

cc: Joe Como
Shandi Eitel
Amy Hames
Trey Humphrey
Nate Mundy
Bridget Schroeder
Randi Tangney
yourlocktonbenefits@lockton.com

Alliant Insurance Services, Inc.
1301 Dove Street, Suite 200
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Attn: Jennifer E. Baumann, General Counsel
Email: jbaumann@alliant.com

Stubbs Alderton & Markiles, LLP
15260 Ventura Boulevard, 20th Floor
Sherman Oaks, CA 91403
Attn: Michael A. Sherman, Partner
Email: masherman@stubbsalderton.com

Morgan, Lewis & Bockius LLP
2049 Century Park East, Suite 700
Los Angeles, CA 90067-3109
Attn: Debra L. Fischer, Partner
Email: debra.fischer@morganlewis.com